

PROMISE Grant Project Manager A G R E E M E N T

This interagency agreement is entered into the period 10/01/19 to 09/30/2020 between the Department of Workforce Development (DWD), on behalf of the Division of Vocational Rehabilitation, who principal business address is 201 E. Washington Avenue, Room G100, Madison, WI 53703, and the Board of Regents of the University of Wisconsin System, DBA University of Wisconsin-Stout, Stout Vocational Rehabilitation Institute (SVRI), whose principal business address is 221 Tenth Ave East, Menomonie, WI 54751.

The DWD employee responsible for the administration of this agreement will be Meredith Dressel whose principal business address is 201 E. Washington Avenue, Madison, WI 53703. In the event that the Program Director is unable to administer this agreement, DWD will contact UW-STOUT and designate a new Program Director.

WHEREAS, DWD wishes to purchase from UW-STOUT as it is authorized to do so by Wisconsin law; and WHEREAS, UW-STOUT is engaged in furnishing the desired services; DWD and UW-STOUT agree to the following:

I. Services To Be Provided

- A. UW-Stout will provide one (1) Senior Research Scientist, subject to the approval of DWD and the United States Department of Education (US DOE), who will act as the Wisconsin Promise Project, CFDA #84.418 Project Manager (PM).
- B. The Project Manager shall provide day to day oversight and management of the PROMISE grant to ensure the timely completion of the grant requirements.
- C. The Project Manager shall report, on a regular basis, the progress of the grant activities to the Project Director.
- D. The Project Manager will attend or otherwise participate in all meetings, conferences, briefings, and other grant related communication(s) as required by the US DOE related to the PROMISE grant.
- E. The Project Manager will prepare and provide quarterly reports to the Project Director and Grant Oversight committee describing grant activities and outcomes.
- F. The Project Manager will serve as a member of the Grant Oversight Committee and act as liaison from the Steering Committee to the Executive Committee.
- G. The Project Manager will be responsible for ensuring the timely and accurate completion of any grant reporting required by the US DOE.

II. COST AND PAYMENT OF SERVICES:

This service is funded entirely through a grant from the US Department of Education, Office of Special Education Programs (OSEP) Cooperative Agreement H418P130004.

The budget for activities performed from 10/01/2019 to 09/30/2020 is \$82,350.00 (See Attachment A). No carry over funds from previous years shall be applied to this agreement term.

Grant related travel will be reimbursed according to the UW-System Travel Policy.

UW-Stout shall be responsible for providing all equipment (e.g., work area, computer, and general office consumables) necessary to the Project Manager to perform the services required under this Agreement.

Any expenses outside of the services identified and travel identified by the contract administrator must be pre-approved prior to the purchase being made.

Invoices to be received by DWD/DVR within thirty calendar days after each quarter. Final invoice due and received no later than close of business on 11/30/2020.

Final invoice due date is subject to change and contractor will be notified by DWD/DVR of any changes. Contractor will comply with invoice instructions as directed and, in the timeframe, specified by DWD/DVR.

Invoice Instructions:

Address the invoice as follows:

DWD – DIV OF VOC REHAB
ATTN: DVR BUDGET ANALYST
PO BOX 7852
MADISON WI 53707-7852

Enter the invoice into STAR as an inter-agency invoice, and then either fax the invoice to (608) 327-6012 (preferred) or e-mail it to Einvoice@dwd.wisconsin.gov.

There is no need to mail in a hard copy of the invoice, if the above steps are followed.

III. REPORTING:

UW-STOUT shall comply with the reporting and auditing requirements of the DWD. Any required reports shall be forwarded to the DWD's Contract Administrator according to the schedule of the DWD.

IV. STATE AND FEDERAL RULES AND REGULATIONS:

- a. UW-STOUT agrees to meet State and Federal service standards as expressed by State and Federal law applicable to the services covered by this agreement. Including 2 CFR Part 200 Uniform Guidance, Section 188 of WIOA, 29 CFR Part 38 WIOA Nondiscrimination & Equal Opp. Regulations and other applicable civil rights laws.
- b. Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or family status, genetic information or political affiliation.

- c. All costs will be billed in accordance with federal regulations and cost principles. UW-Stout will reimburse DWD for non-allowable charges billed to the grant.
- d. UW-STOUT may subcontract part of this agreement only with the prior written approval of DWD. UW-STOUT retains responsibility for fulfillment of all terms and conditions of this agreement when it enters into sub-contractual agreements.
- e. UW-STOUT agrees to provide a letter of assurance and copy of its Affirmative Action/ Equal Employment Opportunity Policy to DWD with this agreement, assuring compliance with civil rights laws.
- f. If this agreement results in a book or other material, the DWD reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all material from the approved program.
- g. Any discovery or invention arising out of or developed in the course of work aided by this agreement, shall be promptly and fully reported to the DWD.

V. RECORDS:

- a. UW-STOUT shall maintain such records as required by State and Federal law.
- b. UW-STOUT will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DWD and its authorized agents, and Federal agencies, in order to confirm UW-STOUT 's compliance with the specifications of this agreement.
- c. UW-STOUT agrees to retain and make available to DWD all program and fiscal records until the audit and subsequent audit resolution processes have been completed.
- d. The use or disclosure by any party of any information concerning eligible individuals who receive services from UW-STOUT for any purpose not connected with the administration of UW-STOUT 's or the DWD's responsibilities under this agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

VI. INDEMNITY:

Each agency agrees that any loss or expenses (including cost and attorney fees) by reason of liability imposed by law will be charged to the agency responsible for the office employee or agent whose activity or inactivity caused the loss or expense.

VII. Civil Rights Compliance:

- a. UW-STOUT shall submit a Letter of Assurance of Civil Rights Compliance.
- b. UW-STOUT has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where DWD has a direct contract with another Provider subcontractor, the Provider need not obtain a Subcontractor Sub grantee Civil Rights Compliance Plan or monitor that Sub grantee.

- c. UW-STOUT agrees to cooperate with DWD in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

VIII. AGREEMENT REVISIONS AND/OR TERMINATION:

- a. Failure to comply with any part of this agreement may be considered cause for revision, suspension or terminated of this agreement.
- b. This agreement or any part thereof may be renegotiated in such circumstances as: 1) increased or decreased volume of services; 2) changes required by State or Federal law or regulations, or court action; 3) monies, to include appropriations, available affecting the substance of this agreement. 4) a change in the Program Manager.
- c. Revision of this agreement may be made by mutual agreement. The revision will be effective only when the DWD and UW-STOUT attach an addendum of amendment to this agreement which is signed by the authorized representative of both parties.
- d. This agreement can be terminated by a 90-day written notice by either party.
- e. UW-STOUT shall notify the DWD whenever it is unable to provide the required quality or quantity of services specified, including a change in the Program Manager. Upon such notification, the DWD shall determine whether such inability will require revision or cancellation of this agreement.
- f. If the DWD finds it necessary to terminate this agreement prior to the stated expiration date for reason other than non-performance by SVRI, actual costs incurred by UW-STOUT may be reimbursed for an amount determined by mutual agreement of both parties.

IX. CONDITIONS OF THE PARTIES OBLIGATIONS:

- a. This agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the DWD shall serve to revise or terminate this agreement, except as further agreed to by the parties hereto.
- b. The DWD and UW-STOUT understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- c. It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- d. This agreement becomes null and void if the time between the earlier dated signature and the later dated signature on this agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

DocuSigned by:

Phil Lyons

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Philip Lyons
Vice Chancellor
UW-Stout (SVRI)

12/13/2019

Date

DocuSigned by:

Delora Newton

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Delora Newton
Division Administrator
DWD-DVR

12/13/2019

Date

DocuSigned by:

JoAnna Richard

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JoAnna Richard
Deputy Secretary
Department of Workforce Development

12/13/2019

Date

Date